



IT IS ORDERED

Date Entered on Docket: August 8, 2017

A handwritten signature in black ink that reads "David T. Thuma".

The Honorable David T. Thuma
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO
ALBUQUERQUE DIVISION**

N RE:)
)
LETICIA B. AVELAR., and) Case No. 13-10049-t13
MICHAEL D. AVELAR,) Chapter 7
)
Debtors.)

**AGREED ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY AGAINST
PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. SECTIONS 362(d)(1) OF
THE BANKRUPTCY CODE (WITH WAIVER OF THIRTY DAY HEARING
REQUIREMENT) (1520 SACRAMENTO, LAS CRUCES, NM 88001)**

Came on this day to be considered the *Motion for Relief from Automatic Stay Against Property of the Estate Pursuant to 11 U.S.C. Sections 362(d)(1) of the Bankruptcy Code (With Waiver of Thirty Day Hearing Requirement) (1520 Sacramento, Las Cruces, NM 88001)* & *Motion to Compel the Trustee to Abandon Property* (the "Motion"), filed by FIRST LIGHT FEDERAL CREDIT UNION, a secured creditor, Movant and party-in-interest ("FIRST LIGHT"). FIRST LIGHT appeared by and through its attorneys of record MIRANDA & MALDONADO, P.C. The Respondents appeared through their attorney of record R. "Trey" Arvizu, III. The Parties announced agreement

as to all matters contained in the *Agreed Motion* and asked the Court to enter this *Agreed Order Conditioning Automatic Stay* (the "Agreed Order") evidencing the terms of their agreement.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that FIRST LIGHT is a secured creditor of the Respondents by virtue of being the owner and holder of a Note dated May 7, 2014 payable to FIRST LIGHT in the amount of \$64,000.00 (the "Note") and a *Deed of Trust* from the Debtors to FIRST LIGHT securing the indebtedness described in the *Note*, and pertaining to the piece of real estate and improvements located at 1520 Sacramento, Las Cruces, NM 88001 (the "Sacramento Property" and/or the "Collateral").

IT IS FURTHER ORDERED, ADJUDGED and DECREED that as of the filing of the *Motion*, the Respondents were in arrears to FIRST LIGHT on post-petition payment on the *Note*. As of the hearing date on this *Motion*, the Respondents remain in post-petition arrears to FIRST LIGHT.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that to cure the post-petition arrears in the amount of \$3,818.48, the Respondents shall make the following payments to FIRST LIGHT (the "Catch up Payments"):

Amount	Due Date	Description
\$573.98	August 1, 2017	August Post-Petition Payment
\$636.41	August 15, 2017	1 out of 6 Catch up Payment
\$573.98	September 1, 2017	September Post-Petition Payment
\$636.41	September 15, 2017	2 out of 6 Catch up Payment
\$573.98	October 1, 2017	October Post-Petition Payment
\$636.41	October 15, 2017	3 out of 6 Catch up Payment
\$573.98	November 1, 2017	November Post-Petition Payment
\$636.41	November 15, 2017	4 out of 6 Catch up Payment
\$573.98	December 1, 2017	December Post-Petition Payment
\$636.41	December 15, 2017	5 out of 6 Catch up Payment
\$573.98	January 1, 2018	January Post-Petition Payment

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Automatic Stay will remain in place subject to the Respondents maintaining post-petition payments to FIRST LIGHT current during the pendency of this proceeding. Payments are due on or before the first (1st) day of each month.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in the event the Respondents fail to make the above-mentioned regular postpetition and catch up payment on or before their due date, it will be deemed an event of default and the Respondents may be allowed to cure such default within ten (10) days from the payment's due date. This opportunity to cure the default may not be exercised in more than two (2) occasions. If the Respondents default on more than two (2) occasions or exceed the (10) day cure period, the Respondents will be deemed to have breached the terms of this *Agreed Order*, the automatic stay shall be terminated, FIRST LIGHT's relief requested on the Motion will be granted in its totality and FIRST LIGHT may proceed with foreclosure of the *Collateral* without further notice of this Court.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that FIRST LIGHT may recover from the Respondents its attorney's fees in the amount of \$600.00 and expenses in the amount of \$181.00 (statutory filing fee) incurred in preparing and prosecuting this *Motion* with such fees to be paid by the *Chapter 13 Trustee* as an administrative claim without interest.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in the event the Automatic Stay is subsequently terminated, FIRST LIGHT will have ninety (90) days from the date the *Certificate of Default* is filed with the Court to amend its *Proof of Claim*

for the deficiency, if any. In the event FIRST LIGHT does not amend its *Proof of Claim*, it will be assumed that deficiency claim, if any, has been satisfied by the foreclosure sale, and the Trustee will not disburse any further payments.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Court will retain jurisdiction of this matter to enforce the provisions of this *Agreed Order*.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED, that in the event the Automatic Stay is terminated, Federal Bankruptcy Rule 4001 (a)(3) shall not applicable and FIRST LIGHT may immediately implement and enforce this *Agreed Order* granting relief from the automatic stay.

****END OF ORDER****

APPROVED AS TO FORM:

/s/ Carlos A. Miranda III, Esq.

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